

**IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION**

LILLIAN ROMAN,
Plaintiff,

V.

UNITED PROPERTY & CASUALTY
INSURANCE COMPANY,
Defendant.

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CIVIL ACTION NO.: _____

**DEFENDANT UNITED PROPERTY AND CASUALTY INSURANCE COMPANY'S
NOTICE OF REMOVAL**

Defendant United Property and Casualty Insurance Company ("UPC") files this Notice of Removal:

I. Background

1. On August 23, 2017, Plaintiff Lillian Roman ("Plaintiff") filed this lawsuit in Fort Bend County, Texas, against United Property & Casualty Insurance Company.

2. Plaintiff served UPC with a copy of the Petition on August 29, 2017.

3. UPC files this notice of removal within 30 days of receiving Plaintiff's initial pleading. *See* 28 U.S.C. § 1446(b). In addition, this Notice of Removal is being filed within one year of the commencement of this action. *See id.*

4. As required by Local Rule 81 and 28 U.S.C. § 1446(a), simultaneously with the filing of this notice of removal, attached hereto as Exhibit "A" is an Index of Matters Being Filed. A copy of the Case Docket Sheet is attached as Exhibit "B." A copy of the Civil Case Information Sheet is attached hereto as Exhibit "C." A copy of Plaintiff's Original Petition, Jury Demand, and Request for Disclosure is attached as Exhibit "D." A copy of the Request for Process Form is attached hereto as Exhibit "E." A copy of the Citation and Return of Service is

attached as Exhibit “F.” The List of Counsel and Parties to the Case is attached as Exhibit “G,” and a copy of the Declaration of Shannon Beck is attached as Exhibit “H.” A copy of this Notice is also being filed with the state court and served upon the Plaintiff.

5. Venue is proper in this Court under 28 U.S.C. § 1441(a) because this district and division embrace Fort Bend County, Texas, the place where the removed action has been pending.

II. Basis for Removal

6. Removal is proper based on diversity of citizenship under 28 U.S.C. §§ 1332(a), 1441(a) and 1446. This is a civil action between citizens of different states, and the amount in controversy exceeds the sum of \$75,000.00, exclusive of interest and costs.

A. The Parties Are Of Diverse Citizenship.

7. Plaintiff is, and was at the time the lawsuit was filed, a resident and citizen of Texas.

8. UPC was at the time this action was commenced, and still is, a foreign (Florida) property and casualty insurance company authorized to do business in the State of Texas. UPC is organized under Chapter 982 of the Texas Insurance Code.

9. Because Plaintiff is citizen of Texas and Defendant UPC is a citizen of Florida, complete diversity of citizenship exists among the parties.

B. The Amount in Controversy Exceeds \$75,000.00.

10. This is a civil action in which the amount in controversy exceeds \$75,000.00. Plaintiff’s Petition alleges that “Plaintiff’s counsel states that Plaintiff seeks only monetary relief of less than \$100,000.” *See* Exhibit D § 59.

11. Further, Plaintiff alleges that Defendant is liable under a residential insurance policy because Plaintiff made a claim under that policy and Defendant wrongfully adjusted and denied Plaintiff's claim. Specifically, Plaintiff alleges that Defendant UPC breached insurance policy number UTD 7526392 00 42, with a Dwelling Limit of \$170,000.00, an Other Structures Limit of \$3,400.00, and a Personal Property Limit of \$51,000.00, for the property located at 8103 Buffalo Springs Ct., Sugar Land, TX 77479 (the property giving rise to the present dispute). See Exhibit "M," Beck Declaration, attached hereto and fully incorporated herein by reference. In determining the amount in controversy, the Court may consider "policy limits . . . penalties, statutory damages, and punitive damages." *St. Paul Reinsurance Co., Ltd. v. Greenberg*, 134 F.3d 1250, 1253 (5th Cir. 1998).

12. In addition to the amounts sought in this litigation by Plaintiff through the policy, Plaintiff's Original Petition alleges that Defendant is liable under various statutory and common law causes of action for consequential damages, statutory penalties, treble damages, exemplary damages, court costs, and attorney's fees. As such, Plaintiff's alleged damages greatly exceed \$75,000.00.

III. Conclusion and Prayer

13. Accordingly, all requirements are met for removal under 28 U.S.C. §§ 1332 and 1441. UPC hereby removes this case to this Court for trial and determination.

Respectfully submitted,

/s/ Rhonda J. Thompson

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**COUNSEL FOR DEFENDANT
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CERTIFICATE OF SERVICE

This is to certify that on the 22nd day of September, 2017, a true and correct copy of the foregoing was delivered to the following counsel of record by electronic service and/or facsimile transmission and/or certified mail, return receipt requested:

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